

REMARKS:

In the outstanding Office Action, the Examiner allowed claims 1-4, 6 and 9 and rejected claims 5, 7, 8 and 10-13. Claims 5, 7, 8 and 10-13 are amended herein. No new matter is presented.

Thus, claims 1-13 are pending and under consideration. The rejections are traversed below.

ALLOWED CLAIMS:

As indicated at item 4 of the outstanding Office Action, claims 1-4, 6 and 9 remain allowed.

REJECTION UNDER 35 U.S.C. § 102(e):

Claims 5, 7, 8 and 10-13 were rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent 6,397,072 (Peters).

The Examiner appears to interpret the “defined area” recitation in claims 5, 7, 8, 10 and 11 (“area definition information” in claim 11) as requiring a service program(s) to be executed within that defined area as required in Peters. The Examiner also appears to interpret “linking area information” in claim 12 and “area information corresponding to the detected position information” in claim 13 as restricting the selectable service program(s) to a specific coverage area.

The present invention allows any of the service programs offered to be assigned to or be matched with any area within a service coverage without restricting any of the service programs to a particular area. That is, the present invention eliminates the need to assign or match a service coverage area with a particular service program and allows use of any of the service programs in any given coverage area.

In contrast, Peters only enables a service to be executed within a particular coverage area or another coverage area offering the same service (see, col. 7, lines 30-42 and col. 1-26).

Independent claim 5, by way of example, recites “storing freely settable area information corresponding to an area within a service coverage area and selectable service programs”, where the area information is set to correspond to “any one of the selectable service programs.” Independent claim 5 further recites that the present invention includes, “executing said any one of the selectable service programs corresponding to the area information to provide a service to

the mobile station within the service coverage area when the position is included in the area." Independent claim 12 also recites, "linking area information within a service coverage area to any one of the selectable programs."

Similarly, each of independent claims 7, 8, 10 and 11 recite, "an area" within a service coverage area is enabled to be provided with a selectable service, thereby enabling the area to be flexibly assigned to any one of the selectable service programs.

Independent claim 13 recites, "detecting position information of the mobile station responsive to a service program request indicating any one of the selectable service programs" and "providing any one of the selectable service programs to the detected position information of the mobile station."

Peters does not teach or suggest setting "an area" within a service coverage area to "any one of the selectable service programs" (see, each of the independent claims 5, 7, 8 and 10-13).

Therefore, withdrawal of the rejection is respectfully requested.

CONCLUSION:

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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Date: 03/13/2006

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